

CONTINUING SUPPLY CONTRACT

THIS AGREEMENT dated this 30th day of January, 2003, by and between LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and FEDERAL PRISON INDUSTRIES (d.b.a., UNICOR) hereinafter referred to as the "Contractor";

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, the County, duly assembled in its regularly scheduled session on the 11th day of December, A.D., 2001, received Bid Number BC-11-08-01-06 from Contractor and awarded to Contractor the bid on the item(s) enumerated below.

NOW THEREFORE THE PARTIES HERETO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

1. SERVICES TO BE PROVIDED

The County agrees to purchase from the Contractor, and the Contractor agrees to sell to the County, certain enumerated items as contained in Bid Number BC-12-20-02-20 submitted by Contractor and awarded by the County on the 28th day of January, A.D., 2003, at the prices shown on said bid. The items purchased and services provided shall be limited to those areas listed on Attachment A. Bid No. BC-11-08-01-06 shall be incorporated by reference in this Agreement as if fully set out herein.

2. WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

3. TIME

The agreement will be for services for an initial one (1) year period commencing on the 1st day of February, A.D., 2003, and shall continue until the 31st day of January, A.D., 2004. After the initial one (1) year period, at the discretion of the County, the contract may be extended for no more than three additional (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the current period.

4. TERMINATION

Leon County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller.

5. INDEMNITY

If, during the life of this contract, or during the thirty (30) day period following a notice of termination to or by the Contractor, the Contractor becomes unable to perform its obligations pursuant to this contract, and as a result thereof, the County must go outside this contract to purchase the goods to be supplied by the Contractor, at a greater cost than bid by the Contractor, then the Contractor shall indemnify the County for such cost increase for items purchased by the County outside this contract for the duration of the initial three hundred sixty-five (365) day period, or for the thirty (30) day termination period. At the end of such period, this contract shall be null and void.

6. ASSIGNMENT

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

7. EFFECTIVE DATE

This contract, or any modification thereof, shall not be binding upon the parties until approved and signed by each party's appropriate officers.

8. STATUS

The Contractor at all times relevant to this contract shall be an independent contractor and in no event shall the Contractor nor any employees or subcontractors under it be considered to be employees of Leon County.

9. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida, including but not limited to building contractor's licenses, electrical licenses and plumbing licenses. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, this contract shall become void and of no further effect as of the date such license is lost.

10. PRIOR AGREEMENTS

This contract supersedes and cancels all agreements between the parties in respect of the purchase by the County and sale by Contractor of products or items covered hereby for delivery at the points of delivery herein stated, and without prejudice to the accrued rights of either party under said superseded agreements.

11. NOTICE

Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at the address of such party herein specified or when delivered personally to such party at such address.

12. HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

13. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- c. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(1)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

14. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County.

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within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

15. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

16. REVISIONS

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby, it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

17. CONSTRUCTION

The validity, construction, and effect of this contract shall be governed by the laws of the State of Florida.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

CONTRACTOR

WITNESS: LAWRENCE M. NOVICKY
GENERAL MANAGER BY: L.M. Novicky
President
WITNESS: _____ DATE: 2-21-03

(CORPORATE SEAL)

STATE OF District of Columbia
COUNTY OF _____

The foregoing instrument was acknowledged before me this 21 day of February 2003.

By _____ of Federal Prison Industries
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a DC corporation, on behalf of the corporation.
(State or place of incorporation)

He/she is personally known to me or has produced Government I.D. as
(type of identification)

Valerie Garvin
Signature of Notary

Valerie Garvin
Notary Public, District of Columbia
My Commission Expires 07-31-2007

Title or Rank

Serial Number, if Any

LEON COUNTY, FLORIDA



BY: Tony G. Gage
Tony Gage, Chairman
Board of County Commissioners

DATE: 3/16/03

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

By: [Signature]

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By: [Signature]
Herbert W.A. Thiele, Esq.
County Attorney

ATTACHMENT A

Contractor will provide transportation and recycling services for obsolete electronic devices based on the following rate list. It is understood that Leon County Landfill personnel will palletize obsolete electronic devices to the contractor's specifications and will load the pallets onto a contractor supplied trailer. A shipment will consist of approximately one-half of a 53-foot trailer.

Bid prices for the various items (including transportation) are as follows:

CPUs - Consisting of an unspecified mix of 286, 386, 486 and Pentium level units which may or may not have been stripped of various components. $\$ea\ (3.00) \times 100\ units = \$ (300.00)$

Monitors - Primarily 13 and 15-inch units. $\$ea\ 0.50 \times 100\ units = \$ 50.00$

Printers - May include dot-matrix, bubble jet and laser units. $\$ea\ 0.0 \times 50\ units = \$ 0.0$

Computer peripherals - Including mice, Keyboards, scanners, joy sticks, etc. $\$ea\ 0.0 \times 75\ units = \$ 0.0$

Dumb terminals $\$ea\ 5.00 \times 10\ units = \$ 50.00$

Televisions - less than 19 inches $\$ea\ 5.00 \times 100\ units = \$ 500.00$

Televisions - greater than 19 inches $\$ea\ 10.00 \times 100\ units = \$ 1000.00$

Copiers - small office type units $\$ea\ 1.00 \times 15\ units = \$ 15.00$

Copiers - Large office type units $\$ea\ 4.00 \times 10\ units = \$ 40.00$

Fax machines $\$ea\ 0.0 \times 25\ units = \$ 0.0$

VCRs $\$ea\ 0.0 \times 100\ units = \$ 0.0$

Stereo units $\$ea\ 0.0 \times 100\ units = \$ 0.0$

Telephones - wireless telephones, cell phones, and hand-held radios $\$ea\ 0.0 \times 100\ units = \$ 0.0$

Microwave Ovens $\$ea\ 2.00 \times 100\ units = \$ 200.00$

Total Bid = \$1555.00

NOTE: It must be understood that the above is a hypothetical product mix to be used for bid evaluation purposes only. The County does not represent that any actual shipment of obsolete electronic devices will have a similar product mix. The fact that the product mix for actual shipments of obsolete electronic devices is different from the Bid Evaluation product mix is not to be construed as a reason to change or attempt to renegotiate any of the electronic device unit prices.